

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: November 6, 2024

Presenter's Name and Title: Richard Hughes, Assistant Director, Economic Development & Housing Department

Prepared By: Richard Hughes, Assistant Director, Economic Development & Housing Department

Temp. Reso. Number: 8240

Item Description: Temp. Reso. #R8240 APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE OFFER TO PROJECT MAVERICK IN AN AMOUNT NOT-TO-EXCEED \$58,000 FOR LOCAL HIRING AS PART OF THE COMPANY LOCATING ITS FACILITY IN THE CITY (ED&H Assistant Director Richard Hughes).

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk: none

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____
(fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes No

REMARKS: The funds for this incentive will be budgeted in Account No. 001-41-432-552-000-608250, "Economic Incentive", beginning in Fiscal Year 2029 in accordance with the hiring schedule and five-year local hiring retention requirement.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 8240**
 - **Exhibit A: Local Hiring Incentive Agreement**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor and City Commissioners
FROM: Dr. Roy L. Virgin, City Manager 
BY: Anita Fain Taylor, Director, Economic Development & Housing Department
DATE: October 31, 2024
RE: Temp. Reso. No. 8240, local hiring incentive offer for Project Maverick.

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8240, for the local hiring economic incentive offer to Project Maverick in an amount not-to-exceed \$58,000 for the company to locate a facility in the City.

ISSUE: Section 2-261 of the City Code authorizes the City to award an economic development incentive to eligible businesses, in an amount to be determined by the City Commission upon recommendation of the City Manager. Pursuant to Section 2-261(f), City Code, approval of monetary incentives for participating businesses must be made by resolution of the City Commission and must be reflected in a written agreement. Under the City's local hiring incentive, a company receives \$500 per new hire who is part of its move to the City who resides in the City at the time of hiring and remains an employee and a resident five years later.

BACKGROUND: Project Maverick is a global aviation company that provides maintenance, repair and overhaul (MRO) services for components and engine accessories as well as distribution and supply chain management for aftermarket parts. The company provides services and parts for commercial, cargo, business/general aviation, military/defense and rotorcraft customers globally. The company proposes to hire 116 new employees paying an average salary of \$75,993 (115% of the average wage in Broward County). These jobs are positions that could move to another location (Virginia, Kansas, Connecticut, Miami) under consideration by the company for its expansion.

In addition, the company would be investing approximately \$3.4 million in a 10,000 square foot facility. Separately, the company has applied for an economic development incentive under the Broward County Strategic Job Creation Incentive Program. The City's local

hiring incentive is related to the hiring schedule proposed by the company in its County incentive application.

DISCUSSION: The local hiring incentive is performance-based since payment is dependent on the company satisfying the proposed amount, timing, and retention of new hires. When a five-year retention period is reached for new hires, the City will notify the company of eligibility to request a local hiring incentive payment. The company will need to provide sufficient documentation demonstrating which employees satisfy the requirements for payment. The funds for this incentive will be budgeted in Account No. 001-41-432-552-000-608250, "Economic Incentive", beginning in Fiscal Year 2029 in accordance with the company's proposed hiring schedule and corresponding required retention period.

ANALYSIS: To date, the City has approved a local hiring incentive to sixteen companies, resulting in \$4,000 paid for eight employees in three companies. In most cases, these were provided to companies that also received state economic development incentives under the Qualified Target Industry (QTI) program, which was sunsetted by the State in 2020. For several of them, the State canceled the QTI for non-performance or the company withdrew from the State incentive, which effectively nullified the local hiring incentive. Despite the limited impact, combining the local hiring incentive with the State, and now County, incentive has been an economic development tool for the City to attract quality job opportunities.

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**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE OFFER TO PROJECT MAVERICK, IN AN AMOUNT NOT-TO-EXCEED \$58,000, FOR LOCAL HIRING AS PART OF THE COMPANY LOCATING ITS FACILITY IN THE CITY; PROVIDING FOR THE TERMS OF THE INCENTIVE OFFER; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT REFLECTING THE TERMS OF THE INCENTIVE OFFER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City seeks to attract companies that will help create a strong tax and employment base for the City, foster the City’s image as an attractive corporate location and further the City’s economic development, consistent with Section 2-261 of the City Code; and

WHEREAS, Project Maverick (“Maverick”) is an “eligible business” within the meaning of Section 2-261, City Code, and is considering locating a facility in the City; and

WHEREAS, as part of its consideration of the City to locate its facility, the City is offering an incentive payment of \$500 to Maverick for each employee hired that is part of its move to the City who resides in the City at the time of hiring and remains an employee and a resident five years later, up to a maximum of \$58,000; and

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WHEREAS, the City Manager recommends approval of the local hiring incentive offer to Maverick to locate its facility in the City; and

WHEREAS, the City Commission finds that it is in the best interest of the citizens and residents of the City of Miramar to approve the local hiring incentive offer for Maverick, reflected in the written agreement attached hereto as Exhibit "A," and to authorize the City Manager to execute the agreement with Maverick.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are confirmed and ratified as being true and correct and are made a specific part of this Resolution.

Section 2: That an incentive payment shall be made available to Maverick in the amount of \$500 for each employee hired that is part of its move to the City who resides in the City at the time of hiring and remains an employee and a resident five years later, up to a maximum of \$58,000 for 116 new employees.

Section 3: That the City Manager is authorized to execute an agreement with Maverick in substantial conformity with the written agreement attached hereto as Exhibit "A," together with any non-substantive changes deemed appropriate by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City officials shall do all things necessary and expedient to carry out the aims of this Resolution.

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PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Mayor Wayne M. Messam	_____

Reso. No. _____

**AGREEMENT
BETWEEN THE CITY OF MIRAMAR AND PROJECT MAVERICK**

THIS AGREEMENT is made this ____ day of _____, _____, by and between Project MAVERICK (“MAVERICK”), and the **CITY OF MIRAMAR, FLORIDA** (“City”)

WHEREAS, as part of the City’s economic incentive initiatives, the City seeks to attract certain businesses to establish their businesses within the City of Miramar; and

WHEREAS, the City of Miramar has been identified as a site that will meet the expansion needs of MAVERICK; and

WHEREAS, the City wishes to offer to MAVERICK a cash incentive payment to attract MAVERICK to the City; and

WHEREAS, the incentive payment shall be conditioned upon an agreement by MAVERICK to repay all or part of the payment in the event that MAVERICK does not remain in business in the City and maintain all jobs created for at least five years.

NOW, THEREFORE, in consideration of the mutual covenants and conditions provided below, MAVERICK and the City agree as follows:

1. The parties hereby incorporate by reference all “**WHEREAS**” clauses as if fully set forth herein.
2. **Payment.** The City shall pay MAVERICK a cash incentive in the total amount of up to \$58,000.00, representing payment of \$500.00 for each employee hired by MAVERICK that is part of its move to the city who resides in the city at the time of hiring and remains an employee and a resident five years later. The City shall make such payment to MAVERICK at the end of the five-year period and upon the City receiving proof of such local residency and minimum employment requirement and in accordance with the hiring schedule reflected in MAVERICK’S Strategic Job Creation Incentive Program application with Broward County. The payment of \$500.00 for each new employee shall not be deemed or construed as a requirement or preference for hiring City residents.
3. **Building Improvements.** The City shall assist MAVERICK by offering the “Fast Track” plans review permitting process for all building improvements during the planning and construction stages. A City representative will assist MAVERICK, the building owner and contractor to facilitate the timely resolution of any issues relating to such building improvements.

4. **Job Fairs.** MAVERICK shall assist and cooperate with the City with regard to job fairs, as requested by the City.

5. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any action shall be in Broward County, Florida.

6. **Notices.** All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by certified mail addressed to the other party at the address indicated or as may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the date of actual receipt.

To the City: City Manager
 City of Miramar
 2300 Civic Center Place
 Miramar, FL 33025

To MAVERICK:

Attn: _____

With a copy to: City Attorney
 Austin Pamies Norris Weeks Powell, PLLC
 401 NW 7th Avenue
 Fort Lauderdale, Florida 33311

7. **Binding Effect.** This Agreement shall bind, and the benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

8. **Amendments and Modification.** No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.

9. **Merger.** This Agreement and its attachments, if any, constitute the entire agreement between the parties, and all negotiations and oral understandings between the parties are merged herein.

10. **Nonassignability.** Neither party shall assign, subcontract or transfer any rights or delegate any duties arising under this Agreement without prior written consent of the other party.

11. **Severability.** Any provision in this Agreement that is prohibited or unenforceable under Florida or federal law shall be ineffective to the extent of such prohibitions or unenforceability, without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

12. **Attorney's Fees.** Should City successfully bring any manner of legal action against MAVERICK, or successfully defend against any suit brought by MAVERICK, arising out of or in connection with this agreement, MAVERICK agrees to pay all reasonable attorneys' fees as well as costs incurred by City in bringing or defending such an action, through and including all appeals. Should MAVERICK prevail in such a case the City agrees to pay all reasonable attorneys' fees as well as costs incurred by MAVERICK in bringing or defending such an action, through and including all appeals.

13. **Affidavit.** From time to time, upon request by the City, MAVERICK agrees to provide to the City an Affidavit and any other additional documentation reasonably requested by the City, in a timely manner, evidencing that MAVERICK is in compliance with each of the requirements of this Agreement.

IN WITNESS WHEREOF, MAVERICK and the City have caused this instrument to be signed by their respective duly authorized officers and their respective corporate seals to be hereto affixed, all on the day and year first above written.

WITNESS:

MAVERICK

By: _____
(Seal)

By: _____

Attest:

CITY OF MIRAMAR, FLORIDA

Denise Gibbs, City Clerk

By: _____
Roy L. Virgin
City Manager

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC